STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 7424

Petition of Ledgewood on Okemo Condominium Owners Association ("Ledgewood") for Declaratory Ruling and Consumer Complaint re Provision of Water Service to Ledgewood by Okemo Realty, Inc., and Winterplace at Okemo Condominium Owners Association, Inc.	))))))

Order entered: 2/11/2011

ORDER RE VOLUNTARY DISMISSAL OF CLAIMS BETWEEN WINTERPLACE AT OKEMO CONDOMINIUM OWNERS ASSOCIATION, INC. AND LEDGEWOOD ON OKEMO CONDOMINIUM OWNERS ASSOCIATION

1. HEARING OFFICER REPORT

Introduction

This docket was opened in March 2008 following the filing of a petition with the Public Service Board ("Board") by Ledgewood on Okemo Condominium Owners Association ("Ledgewood") relating to the actions of Okemo Realty, Inc. ("Okemo Realty") and Winterplace at Okemo Condominium Owners Association, Inc. ("Winterplace"). The petition alleged that Okemo Realty and Winterplace had each operated a water service business without a certificate of public good ("CPG") and violated the Vermont Public Service statute (Title 30).

On September 24, 2010, Winterplace and Ledgewood each made filings with the Board in which they indicated that they had reached a settlement that resolved all claims between them. After reviewing the filings of the parties, I recommend to the Board that it issue an order dismissing all claims between Ledgewood and Winterplace.

Procedural History and Background

On March 17, 2008, Ledgewood filed a petition, which included a consumer complaint and a request for a declaratory ruling regarding the applicability of 30 V.S.A. §§ 203(3)[1], 231(a)[2] and 231(b)[3] to the provision of water service to Ledgewood by Okemo Realty and Winterplace and the need under Vermont law for Okemo Realty and Winterplace to obtain a CPG from the Board. In its filing, Ledgewood contended that: (i) Okemo Realty had operated a public utility business providing water service to Ledgewood members for more than fifteen years without a CPG, before unilaterally terminating that service in January 2007 without the approval of the Board; and (ii) Winterplace was operating a public utility business providing water service to Ledgewood members since January 2007 without a CPG. Following a prehearing conference on May 1, 2008, the parties conducted and completed discovery. Ledgewood, Okemo Realty and Winterplace each prefiled testimony and the Department of Public Service ("Department") filed a memorandum of law. A technical hearing was scheduled, but twice postponed in 2009 at the request of the parties to allow for further settlement discussions. As such, none of the prefiled testimony has been admitted into the record as evidence so as to permit any findings on the merits, although there appears to be relative agreement among all the parties (albeit, without an agreed stipulation of facts) as to many of the underlying facts. The narrative set forth below provides a summary background for the dispute, but should not be regarded in any sense as findings of the Hearing Officer or the Board.

The Ledgewood Condominium Project is among a number of projects that have been developed by Okemo Realty on Okemo Mountain in Ludlow, Vermont. The Ledgewood

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1. 30 V.S.A. § 203 (3) provides in applicable part that the Board and the Department shall have jurisdiction over a company "engaged in the collecting, sale and distribution of water for domestic, industrial, business, or fire protection purposes."

2. 30 V.S.A. § 231(a) generally provides that a company that desires to operate a business over which the Board has jurisdiction must first petition the Board for a determination of public good and obtain a CPG from the Board.

3. 30 V.S.A. § 231 (b) provides that a "company subject to the general supervision of the public service board under section 203 of this title may not abandon or curtail any service subject to the jurisdiction of the board or abandon all or any part of its facilities if it would in doing so effect the abandonment, curtailment or impairment of the service, without first obtaining approval of the public service board, after notice and opportunity for hearing, and upon finding by the board that the abandonment or curtailment is consistent with the public interest . . . ."

Condominium Project, which was commenced in 1991 and largely completed in 1995, consists of 48 individual condominium units. From at least 1999 to 2006, Okemo Realty provided water service to Ledgewood from two wells located on property referred to as "Lot B" and rendered annual bills for water service to Ledgewood. As part of a plan to decommission the Lot B wells, undertaken at least in part to allow for the construction of housing, Okemo Realty entered into an agreement with Winterplace in November 2005 for Winterplace to provide water service to Ledgewood in place of Okemo Realty once the "Lot B" wells were decommissioned.[4]

The Winterplace Condominium Project (which apparently was not developed by Okemo Realty) consists of approximately 250 condominium units and is located adjacent to, and up the hill from, the Ledgewood Condominium Project. Winterplace has a water system that draws water from the so-called "Debish Wells" pursuant to a lease agreement with the owners of the Debish Wells that terminates in 2084. According to the prefiled testimony of Winterplace, Winterplace has been supplying water to Ledgewood since 2005 from the Debish wells and has rendered expense invoices for water service to Ledgewood (at least two of which were paid).[5]

In its original petition, Ledgewood requested certain relief related generally to requiring in the alternative either (a) Okemo Realty to restore water service to Ledgewood from the "Lot B" wells and to obtain a CPG, or (b) Winterplace to obtain a CPG and Okemo Realty to transfer certain rights and easements to Ledgewood. Ledgewood also sought to have Okemo Realty bear all costs incurred by Ledgewood and Winterplace occasioned by Okemo Realty's "unilateral termination of service to Ledgewood."[6] Subsequently, Ledgewood sought additional relief against Okemo Realty and Winterplace, including an order that Okemo Realty and Winterplace refund all monies paid by Ledgewood for water service.[7]

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4. The foregoing paragraph is based on the prefiled testimony and related exhibits of Douglas Burns (1/12/09) for Okemo Realty and appears consistent with the filings of the other parties. *See*, also, prefiled testimony of Jeffrey Goldstein (12/2/08) for Ledgewood at 1-3.

5. Prefiled Testimony of John Watanabe (1/13/09) for Winterplace at 2-3 and exh. 2. The water system for Ledgewood has apparently long had a connection to the Winterplace water system so as to provide a surplus and alternative source of water for Ledgewood as needed.

6. Petition at 5.

7. Ledgewood's Memorandum of Law filed on 12/2/08 at 8.

Proposed Stipulated Order and Settlement

On September 24, 2010, Winterplace filed with the Board a "stipulated order approving settlement as between" Winterplace and Ledgewood, together with a "motion and memorandum in support of the stipulated order approving settlement as between" Winterplace and Ledgewood. On the same date, Ledgewood also filed the "stipulated order" and stated its support for the motion and memorandum. The "stipulated order" was signed by Winterplace and Ledgewood, but not by the other parties to this proceeding, Okemo Realty and the Department.

In a memorandum dated October 5, 2010, the Clerk of the Board advised the parties that responses to the motion from the other parties would be due by October 22, 2010. Okemo Realty did not file a response. The Department filed a response on October 22, 2010, in which it recommended that the Board approve the settlement between Winterplace and Ledgewood. The Department stated that it "has no objection to the settlement, and supports its approval as a reasonable resolution of this matter as to the settling parties." However, while noting that the stipulated findings were agreed to by parties with opposing interests and are consistent with the Department's understanding of the facts, the Department also observed that the proposed stipulated order did not contain citations to evidence to support its findings of fact.

The principal basis for the settlement between Winterplace and Ledgewood appears to be a Water System Maintenance Agreement between Winterplace and Ledgewood and an Easement and Quitclaim Deed granted by Winterplace to Ledgewood, both executed in April 2010. Under the Water System Maintenance Agreement, Winterplace and Ledgewood will jointly manage the Winterplace water system with respect to continued service to Ledgewood.[8] In addition, Winterplace has conveyed to Ledgewood a "non-exclusive easement and right of way in common with" Winterplace "for the sole purpose of drawing water from the Winterplace water system" under the Easement and Quitclaim Deed.[9]

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8. Stipulated Order proposed by Winterplace and Ledgewood at 1.

9. Easement and Quitclaim Deed at 1 (Exh. B to Stipulated Order proposed by Winterplace and Ledgewood). Under the Easement and Quitclaim Deed, Ledgewood's property interests in the Winterplace water system shall terminate upon the issuance of a CPG to Winterplace to provide water service to Ledgewood or upon the provision by Winterplace, or securing by Ledgewood, of a substitute water system meeting state requirements or the termination of the Water System Maintenance Agreement (other than as a result of a breach or default by

(continued...)

Under the Water System Maintenance Agreement, the costs incurred in connection with the Winterplace water system will be borne by Winterplace and Ledgewood on a prorated basis based upon the aggregate number of Winterplace and Ledgewood condominium units directly or indirectly served by the Winterplace water system.[10] Winterplace and Ledgewood will each appoint two members of its board of directors to a Water System Advisory Committee, which will develop and manage a budget for operating and maintaining the water system (including the "anticipated monthly contribution that each of Winterplace and Ledgewood will be required to make in order to fund such budget"), which budget will be subject to the approval of each of the two condominium associations.[11] The Water System Maintenance Agreement provides procedures for unbudgeted emergency expenditures and contains dispute resolution provisions, including binding arbitration.[12] Winterplace will continue to manage and oversee all work performed on the Winterplace water system and will be able to choose the contractors who perform work on the water system (with good-faith consultation with Ledgewood on the choice of contractors).[13] The Water System Maintenance Agreement will terminate upon the issuance of a CPG to Winterplace to provide water service to Ledgewood, or upon the provision by Winterplace to Ledgewood, or the securing by Ledgewood, of a substitute water system meeting state requirements.[14]

Discussion and Conclusions

Winterplace and Ledgewood provide in the proposed stipulated order that the "Water Maintenance Agreement resolves all disputes and claims set forth in Ledgewood's petition with regards to Winterplace."[15] Accordingly, the proposed stipulated order provides for the dismissal with prejudice of all disputes and claims between Ledgewood and Winterplace. Winterplace and Ledgewood also request in their proposed stipulated order that the Board make specific findings

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9. (...continued)
Winterplace). Easement and Quitclaim Deed at 2.

10. Water System Maintenance Agreement at 1 (Exh. A to Stipulated Order proposed by Winterplace and Ledgewood).

11. Water System Maintenance Agreement at 1-2.

12. Water System Maintenance Agreement at 2-3.

13. Water System Maintenance Agreement at 2.

14. Water System Maintenance Agreement at 4.

15. Stipulated Order proposed by Winterplace and Ledgewood at 2.

about the terms of their settlement and conclude that: "[a]s the water sysem is to be co-owned, it will not have the public nature that brings it under 30 V.S.A. § 203(3), as a public water utility" and that no "Certificate of Good is required under 30 V.S.A. § 231(a)." The procedural and evidentiary basis on which the Board would issue an order making such findings and legal conclusions about the settlement between Ledgewood and Winterplace is not apparent. As the Department observed in its recommendation, the proposed stipulated order "does not contain citations to evidence to support its findings of fact."[16]

Neither Winterplace nor Ledgewood specify a procedural basis for Board action with respect to the motion to adopt the proposed stipulated order. However, a stated objective of the proposed stipulated order is to obtain the dismissal of all claims as between Winterplace and Ledgewood. Accordingly, it is appropriate to regard the motion for the proposed stipulated order, at least in part, as a motion for dismissal under Rule 41(a) of the Vermont Rules of Civil Procedure ("VRCP").[17] Because all parties to this proceeding did not sign the proposed stipulated order (only Winterplace and Ledgewood did), it would appear that a Board order under VRCP Rule 41(a) (2) is required to dismiss all claims between Winterplace and Ledgewood.[18]

None of the other parties to this proceeding have filed an objection to the dismissal of Ledgewood's complaint and claims against Winterplace. As such, if this matter were to be

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16. Department Recommendation of 10/22/10.

17. Rule 41(a) applies to Board proceedings pursuant to Board Rule 2.105. VRCP Rule 41(a) provides: Dismissal of Actions. (a) Voluntary Dismissal: Effect Thereof. (1) By Plaintiff; by Stipulation. Subject to the provisions of Rule 23(e), of Rule 66, and of any statute, an action may be dismissed by the plaintiff without order of court (i) by filing a notice of dismissal at any time before service by the adverse party of an answer or of a motion for summary judgment, whichever first occurs, or (ii) by filing a stipulation of dismissal signed by all parties who have appeared in the action. A dismissal under this rule may be as to one or more, but fewer than all claims or parties. Unless otherwise stated in the notice of dismissal or stipulation, the dismissal is without prejudice, except that a notice of dismissal operates as an adjudication upon the merits when filed by a plaintiff who has once dismissed in any court of the United States or of any state an action based on or including the same claim. (2) By Order of Court. Except as provided in paragraph (1) of this subdivision of this rule, an action shall not be dismissed at the plaintiff's instance save upon order of the court and upon such terms and conditions as the court deems proper. If a counterclaim has been pleaded by a defendant prior to the service upon the defendant of the plaintiff's motion to dismiss, the action shall not be dismissed against the defendant's objection unless the counterclaim can remain pending for independent adjudication by the court. Unless otherwise specified in the order, a dismissal under this paragraph is without prejudice.

18. VRCP Rule 41(a).

adjudged solely based on the filings of the parties, the requested dismissal should be granted. A ruling on a voluntary dismissal motion does not require the Board to investigate the terms of the settlement, make any findings regarding the settlement or conclude that the settlement is entirely consistent with the determination that the Board might have made had the matter been fully litigated.[19]

Nevertheless, in addition to its role in adjudicating disputes among parties, the Board has independent public policy responsibilities that are present in its adjudication of disputes among parties and may affect the circumstances and terms and conditions under which it issues orders of dismissal.[20] When, as in the present instance, parties notify the Board as to the specific terms of an agreement to settle a dispute, nothing prevents the Board from considering the terms of the settlement in the context of ruling on a motion to dismiss. The basis for such consideration of settlement terms is strengthened in a dispute, like this one, that involves the question of whether Vermont law requires one of the parties to be regulated by the Board. In such circumstances, it seems prudent to ensure that the terms of a settlement between parties to a dispute are, at least on their face, not obviously inconsistent with Vermont law or offensive to public policy before granting a motion to dismiss.

The basis for the Board's jurisdiction over water companies is 30 V.S.A. § 203(3), which generally provides for Board jurisdiction over a company "engaged in the collecting, sale and distribution of water" for domestic purposes. Although not expressly stated in the statute, the provision appears directed at the sale and distribution of water through permanent physical connections between the facilities of the supplier and the premises of the consumer (as the special public importance or necessity of "piped-in" water service has generally been the basis for applying a regulated public utility construct to the sale and distribution of water under "natural monopoly" principles and/or as a result of the limited possibilities for alternative sources of supply and effective market competition). A public water utility, like other public utilities, is an "enterprise subject to regulation, including price regulation, of a type designed primarily to

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19. As provided in the Vermont Administrative Procedure Act, "[u]nless precluded by law, informal disposition may be made of any contested case by stipulation, agreed settlement, consent order or default." 3 V.S.A. § 809(d).

20. In addition, VRCP Rule 41(a)(2) specifically provides that an action shall not be dismissed "save upon order of the court and upon such terms and conditions as the court deems proper."

protect consumers."[21] Regulation of public utilities in Vermont extends not just to rates, but also, among other things, to the quality of the product sold, the operation and conduct of the business "so as to be reasonable and expedient and promote the safety, convenience and accommodation to the public," the sufficiency and maintenance of the infrastructure used in providing the product or service, and the prevention of "unjust discriminations, usurpation or extortion." [22]

Vermont law recognizes, however, that there are ownership structures for water companies and water systems that vitiate the need for Board jurisdiction and regulation. In affirming the Board's subject-matter jurisdiction over a small water system serving a few families, the Vermont Supreme Court in 1978 stated as a general principle that "[i]f the users of the particular water system are also its owners, it does not have the 'public nature' that brings it under statutory regulation."[23] In its Orders, the Board has long recognized the principle that the joint management and ownership of water companies and systems by users, whether directly or through cooperative associations, partnerships or other forms of joint ownership, may exempt such companies and systems from Board jurisdiction.[24] The stated legal justification for such exemption is often that a company owned by its users does not have a "public nature" as it is not offering a service to the general public.

From a public-policy perspective, the exemption from jurisdiction makes particular sense to the extent that consumers, through joint ownership and management structures, have the opportunity to achieve for themselves (possibly at less cost) many of the protections that regulation would provide. As the Board has previously stated, "the determination of whether the users of a water system are also its owners" is a valid criterion for jurisdictional purposes:

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21. Bonbright, James C., *Principles of Public Utility Rates* (Columbia University Press: 1961) at 5.

22. 30 V.S.A. § 209(a).

23. *In re Pfenning*, 136 Vt. 92 (1978); *see* also *Petition of Pfenning*, Docket 4121, Order of 4/18/77 at 2 and Order of 9/5/79 at 2.

24. *See*, most recently, *Petition of A.Z. Craig Water Company*, Docket 7509, Order of 8/3/10 at 4 (limited liability company not required to obtain a CPG if it limits its service to its owner-members and does not offer its service to the general public). *See* also, *Joint Petition of Sunshine Water Company, Inc. to sell its two water systems to Indian Point Water System Association, Inc. and Indian Bay Water System Association, Inc*., Docket 6883, Order of 9/30/03 at 3.

> for it is the regulator's duty to see that unfair advantage is not taken of users of a necessity by the persons furnishing that necessity. If the users and the furnisher are identical, the system will presumably be run in accordance with the users' interests, and the need for regulation will be minimal or non-existent.[25]

In theory, given their dual role as owners and consumers, user/owners will have a strong shared interest and influence in determining the appropriate rates and in ensuring that the water system is well-managed and adequately maintained.

Based on a review of the filings of the parties, including the Water System Maintenance Agreement and the Easement and Quitclaim Deed, the settlement between Winterplace and Ledgewood does not appear to be obviously inconsistent with Vermont law or offensive to public policy. It seems, as the Department has stated, "a reasonable solution of this matter as to the settling parties."[26] Most fundamentally, the Water System Maintenance Agreement will provide Ledgewood (and indirectly its members) with significant influence and control over the budget, expenditures, monthly assessments and management of the water system, which provides the opportunity for Ledgewood to assert and protect its interests. In addition, the Easement and Quitclaim Deed provides Ledgewood with an ownership interest in common with Winterplace in the right to draw water from the Debish wells and through the Winterplace water system.

While not affecting its endorsement of the settlement, the Department notes that the ultimate consumers of the water service at issue, the condominium-unit owners who are members of Ledgewood and Winterplace, are not parties to the settlement.[27] It does not know whether there is any disagreement about the settlement among the unit owners. However, as the Department notes, all unit owners are members of the respective condominium owners associations that entered into the settlement. In addition, consistent with the Department's understanding, the prefiled testimony and related exhibits of both Winterplace and Ledgewood confirm that Winterplace billed Ledgewood for water service (and not the unit owners).[28] As

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25. *Petition of Pfenning*, Docket 4121, Order of 4/18/77 at 12.
26. Department Recommendation of 10/22/10.
27. Department Recommendation of 10/22/10.
28. Prefiled testimony of John Watanabe (1/13/09) for Winterplace at 1-3 and exh. 2; prefiled testimony of Jeffrey Goldstein (12/2/08) for Ledgewood at 4. There is nothing to suggest that individual unit-owners at Ledgewood were directly responsible for the payment of bills for water service.

with other expenses of the condominium association, the total amount of any water charges paid by Ledgewood were indirectly passed on to members by including them in their annual assessments.[29] Presumably, this practice will continue under the new arrangements.[30]

Based on the foregoing, I conclude that it is appropriate for the Board to dismiss, and I recommend to the Board that it dismiss, all claims in this proceeding between Ledgewood and Winterplace. However, as discussed above, the procedural and evidentiary basis on which the Board would issue an order making findings and legal conclusions about the settlement between Ledgewood and Winterplace is not apparent. Accordingly, I do not recommend that the Board adopt the stipulated order as proposed by Winterplace and Ledgewood.

In dismissing Ledgewood's claims against Winterplace, this order does not resolve Ledgewood's petition in respect of its continuing complaint and claims against Okemo Realty, which will still be pending in this docket. To the extent that Ledgewood intends to pursue its complaint against Okemo Realty, Ledgewood should clarify the claims for relief it continues to seek with respect to Okemo Realty, in light of the settlement between Winterplace and Ledgewood, before a technical hearing is scheduled.

This order is being presented to the Board as a proposal for decision because, in granting the dismissal of Ledgewood's claims against Winterplace, it represents a final disposition of this proceeding between those two parties. Given the absence of objection by Okemo Realty and the Department to the motion of Winterplace and Ledgewood, this proposal for decision would not appear adverse to the interests of Okemo Realty or the Department. It is possible, however, that Winterplace and Ledgewood may regard this proposal for decision as adverse to their interests in not providing sufficient comfort as to the legal effect of their settlement. Among other things, I note that Section 10(g) of the Water System Maintenance Agreement provides for that agreement to "be effective upon its approval by the Vermont Public Service Board." Although the stipulated order proposed by Winterplace and Ledgewood did not specifically provide for Board

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29. Prefiled testimony of Jeffrey Goldstein (12/2/08) for Ledgewood at 4.

30. The Water System Maintenance Agreement (at 1) specifically provides that the cost of the water system will be borne by Winterplace and Ledgewood on a prorated basis, which suggests that water service charges will continue to be passed on indirectly as part of their overall annual membership assessment. It should also be noted that the right of individual unit owners to petition the Board for relief will be unaffected by a dismissal of claims between Winterplace and Ledgewood (assuming, as always, an appropriate basis for Board jurisdiction is established).

approval of that agreement, it did contain legal conclusions about the effect of that agreement that are absent from this proposal for decision. Accordingly, the parties should be provided with an opportunity to review this proposal for decision and to file objections or other comments before the Board considers issuing the proposed order.

As the discussion above indicates, the Water System Maintenance Agreement between Winterplace and Ledgewood is an important component in the recommendation to the Board to issue an order dismissing all claims between Ledgewood and Winterplace. To ensure this agreement becomes effective before or coincident with such dismissal of claims, I recommend that the Board condition such dismissal of claims on the Water System Maintenance Agreement becoming effective.

This proposal for decision is made to the Board pursuant to 30 V.S.A. § 8 and has been served on all parties to this proceeding in accordance with 3 V.S.A. § 811.

Dated at Montpelier, Vermont, this 10th day of February, 2011.

s/ Lars Bang-Jensen
Lars Bang-Jensen
Hearing Officer

II. BOARD DISCUSSION

The Department filed a letter on December 13, 2010, supporting the analysis in the proposal for decision and recommending that the Board adopt it. Neither Ledgewood nor Okemo Realty filed an objection to the proposal for decision.[31] Winterplace did file a partial objection to the proposal for decision and stated that it would withdraw the motion to dismiss unless the Board included certain legal determinations in its order. On February 3, 2011, counsel for Winterplace advised the Board that Ledgewood and Winterplace had resolved certain issues by separate agreement and that "Winterplace therefore withdraws its objections" to the proposal for decision.

The Board agrees with the findings, conclusions and recommendations, as well as with the analysis of relevant issues, in the proposal for decision. Given the withdrawal of Winterplace's objections and the absence of objections from the other parties, the Board approves and adopts the proposal for decision.

As set forth in the Order below, Winterplace and Ledgewood are reminded of the condition in the Order to notify the Board that the Water System Maintenance Agreement between Winterplace and Ledgewood is in effect. The text of this condition has been modified somewhat from the proposal for decision, which stated that such agreement must be effective before or upon the entry of the Order. The revised condition does not set a date for the effectiveness of such agreement, but merely states that notice of the agreement's effectiveness is required in order for the requested dismissal of claims to take effect.

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31. Ledgewood and Okemo Realty each made filings regarding the claims of Ledgewood against Okemo Realty that would remain to be adjudicated if the proposal for decision is approved by the Board.

III. ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the Public Service Board ("Board") of the State of Vermont that:

1. The findings, conclusions and recommendations of the Hearing Officer are adopted.

2. Upon the filing of notice with the Board by Winterplace at Okemo Condominium Owners Association, Inc. ("Winterplace") and Ledgewood on Okemo Condominium Owners Association ("Ledgewood") that the Water System Maintenance Agreement, entered into by them in April, 2010, is effective, all claims between Ledgewood and Winterplace raised in this proceeding shall be dismissed with prejudice.

3. This docket is remanded to the Hearing Officer for further proceedings consistent with this Order.

Dated at Montpelier, Vermont, this 11th day of February, 2011.

s/ James Volz)
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) PUBLIC SERVICE
)
s/ David C. Coen) BOARD
)
) OF VERMONT
s/ John D. Burke)

OFFICE OF THE CLERK

FILED: February 11, 2011

ATTEST: s/ Judith C. Whitney
Deputy Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further Order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and order.